

Exhibit D
WORK LETTER

This Work Letter supplements the Lease (the "Lease") dated, _____, 2016, executed concurrently herewith, by and between _____ ("Landlord") as Landlord and City of San Antonio ("Tenant" or "City") as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Lease.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section.

Tenant Improvement Allowance	\$40.00 per rentable square foot is requested
Additional Tenant Improvement Allowance	\$150,000.00 is requested
Additional Tenant Improvement Amortization Rate	Not applicable as any additional TI expended will be paid in lump sum
Maximum Change Order Allowance	\$25,000.00 included as part of the Additional Tenant Improvement Allowance
Change Order Payment	See Section 6.3.2
Rent Reduction per \$1,000 of TI not expended	\$19.80 per month based on an interest rate of 7% amortized over 5 years
City's Construction Representative	X Real Estate Division 100 West Houston Street, Suite 1800 San Antonio, TX 78205 (210)207-XXXX
Landlord's Construction Representative	
City's Address for Work Letter Notice	See Section X of the Lease
Landlord's Address for Work Letter Notice	See Section X of the Lease
Attachments to Work Letter	Attachment A: Base Building Improvements Attachment B: Tenant Improvements

2. Building Improvements and Other Work to be Completed at Landlord's Expense.

Landlord represents that all of the work outlined in this Section 2 has been completed (Landlord's Work) prior to the date this Lease is fully executed and delivered to Landlord (Lease Execution Date) and in the event Landlord's Work is not completed at the time of Lease Execution Date,

then Landlord shall hire competent professionals to complete Landlord's Work and no portion of the charges incurred to complete Landlord's Work shall be charged to the Tenant Improvement Allowance.

Landlords Work shall include:

- 2.1 Base Building Improvements. Landlord has constructed or shall construct within the Premises at its sole cost and expense the base building improvements described on Attachment A hereto (the "Base Building Improvements").
- 2.2 Any work that Landlord must undertake to cause the Premises to comply with the access requirements of ADA or make the existing building systems serving the Premises including, but not limited to, electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense. The costs calculated against the Tenant Improvement Allowance shall not include any costs associated with (i) asbestos abatement or compliance with the Environmental provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes"; (ii) fire sprinkler system installation or upgrade (as further detailed in Exhibit A); (iii) if Landlord elects to replace any of the existing HVAC units, the new units shall not utilize CFC refrigerants that are harmful to the atmosphere; (iv) utility costs incurred during construction; (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease; or (vi) supervision or overhead of Landlord related thereto including any costs incurred by Landlord to hire a third party to manage the construction of the Tenant Improvements.
- 2.3 Any work that Landlord must undertake to increase permitted structural floor loading in order to accommodate Tenant's libraries, file rooms, unusual live loads and other such uses, up to 100 lbs per sq. ft on the first floor and 50 lbs per sq. ft. on the upper floors, if any.
- 2.4 Landlord shall be solely responsible for the delivering to the designated Architect "as built" plans for the Building. In the event the Architect charges additional fees for development or verification of the "as built" plans, such fees shall be borne solely by the Landlord and shall not be charged against the Tenant Improvement Allowance.

3. Building Improvements to be Completed by Landlord and Considered Tenant Improvements

The term Tenant Improvements shall mean all improvements identified in Exhibit B attached hereto including all construction required to complete the project except that work that is specifically identified as Landlord's Work above.

4. Project Tasks to be Completed Prior to the Lease Execution Date

4.1 Selection of Architect.

As of the Lease Execution Date Landlord shall complete the selection of a qualified licensed architect (Architect) to complete the Tenant Improvements. The Architect shall be selected by Landlord subject to Tenant's consent, which consent shall not be unreasonably withheld, and which consent (or refusal to consent for reasonable reasons) be granted within three business after Landlord has submitted the name of the Architect to Tenant together with detailed proposals outlining design/engineering to complete the Tenant Improvements. This procedure shall be repeated until the Architect is/are finally approved by Tenant and written consent has been delivered to and received by Landlord.

4.2 Preparation of Space Plan.

Prior to the Lease Execution Date Landlord shall submit to Tenant a space plan and specifications for the Premises showing all Tenant requested demising walls, corridors, entrances, exits, doors, interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, room (collectively the "Space Plan").

4.3 Preliminary Project Budget.

As of the Lease Execution Date Landlord shall submit to Tenant a preliminary budget (the "Preliminary Budget"). The Preliminary Budget will outline all costs that will be charged against the Tenant Improvement Allowance, including permit fees, Architectural and Engineering fees and any other costs that Landlord expects will be charged to the Tenant Improvement Allowance. The Preliminary Budget will also indicate any costs attributable to Landlord's Work so that Tenant has a clear understanding of the costs Landlord will incur at its sole expense to complete the project. Such budget shall be revised into final form as provided below.

5. Preparation of Plans and Specifications and Construction Schedule.

5.1 Preparation and Approval of Working Drawings. Within ten days of the latter of the Lease Execution Date, Landlord shall instruct the Architect to commence preparation of Working Drawings (the

"Working Drawings"), which must be compatible with the design, construction and equipment of the Building, comply with all applicable laws, be capable of physical measurement and construction, contain all such information as may be required for the construction of the Tenant Improvements including sufficient detail so that an engineer hired by the contractor can prepare the Engineering Drawings (as defined below), and contain all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times. Landlord shall provide Tenant the Working Drawings, or such portion as has from time to time been submitted, for review. Landlord shall be solely responsible for insuring that the Working Drawings fully comply with all applicable building codes and are free from errors or omissions on the part of the Architect.

- 5.2 Preparation of Engineering Drawings. Landlord shall cause the contractor as part of its scope to provide services for all engineering drawings prepared by the Engineer that will be hired by the selected contractor, commonly referred to as design build, Showing complete mechanical, electrical, plumbing, and HVAC plans ("Engineering Plans"). The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review.
- 5.3 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has approved the Engineering Drawings, Landlord shall cause the Architect to integrate the approved Working Drawings with the approved Engineering Drawings (collectively "Final Plans") and deliver five sets of the Final Plans to Tenant. The Final Plans shall be suitable for a) plan check review and permitting by local agencies having jurisdiction and, b) for the layout, improvement and finish of the Premises consistent with the design of the Space Plan and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor plans, power, telephone communications safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone sprinklers, doors, (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements.

- 5.4 Approval of Plans by Tenant. Approval by Tenant shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements.
- 5.5 Schedule. Within 30 days after the Lease Execution Date, Landlord shall submit to Tenant a detailed construction schedule, subject to approval by Tenant, which approval shall not be unreasonably withheld, setting forth the dates for specific completion including, but not limited to, completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of construction contract, construction commencement, construction completion, Projected Commencement Date and other similar dates. As the construction continues, Landlord shall amend the schedule from time to time to reflect any changes to the projected dates.

5. Selection of Contractor.

The Final Plans, as defined in Section 5.3 above, shall be submitted to contractors, selected by Landlord and approved by Tenant, sufficient in number so that a minimum of three bids are received. Each approved contractor shall be requested to submit a sealed fixed price contract bid price (on such contract form as Landlord shall designate) to construct the Tenant Improvements and Landlord's Work as designated on the Final Plans. Landlord and Tenant shall jointly open and review the bids. Landlord and Tenant, after adjustments for inconsistent assumptions and confirmation of which costs are included in the Tenant Improvement Allowance and which costs are considered Landlord's expense pursuant to Section 2 above, shall select the most qualified bidder offering the lowest price and such contractor ("Contractor") shall enter into a construction contract ("Construction Contract") with the Landlord consistent with the terms of the bid to construct the Tenant Improvements.

6. Final Construction Budget and Payment of Tenant Construction Costs.

- 6.1 Construction Budget. Within ten days of the date the Contractor is selected, Landlord shall submit a construction budget outlining all costs to complete the project and in a format similar to the Preliminary Construction Budget referred to herein as the "Final Construction Budget". Tenant shall have five days from the date of receipt of the Final Construction Budget to approve or disapprove the Final Construction Budget. In the event the cost detailed in the Final Construction Budget is 10% higher than the cost detailed in the Preliminary Construction Budget, then the Final Construction Budget shall be automatically rejected and Landlord at its sole cost and expense shall cause the Architect and Engineer to alter the

Final Plans in a manner acceptable to Tenant and that will adhere to a scope that is within the Tenant Improvement Allowance. In lieu of re-bidding the project, at Tenant's option, any allowance available such as the Additional Tenant Improvement Allowance and such Change Order authorization as provided in this Work Letter may be used to finance the cost of Tenant Improvements so that the project can be completed within the allotted Tenant Improvement Allowances as provided below.

Landlord shall review the Space Plan, Working Drawings, Engineering Drawings and Final Plans at its sole cost and expense. No fee for profit, overhead or general conditions in connection with the construction of the Tenant Improvements shall be included in the Final Construction Budget.

- 6.2 Additional Tenant Improvement Allowance. At Tenant's election, the Additional Tenant Improvement Allowance can be used to fund any deficiency between the Tenant Improvement Allowance and the cost to construct the Tenant Improvements. Furthermore, Tenant may use the Additional Tenant Improvement Allowance to finance the purchase of modular furniture, equipment to be used in the premises and other costs associated with Tenant's relocation into the Premises, not to exceed, in the aggregate, the sum of the Base Tenant Improvement Allowance, the Additional Tenant Improvement Allowance and costs of Change Orders, as defined below (collectively, the "Tenant Improvements Allowances"). Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements except for delays or costs arising from the Tenant Delays or force majeure as defined below. The Additional Tenant Improvement Allowance shall be paid to Landlord as provided herein.

6.3 Method of Payment.

6.3.1 Tenant Improvement Allowance - The monthly rent specified in the Lease includes the amortization of the entire Tenant Improvement Allowance. In the event the cost to complete the Tenant Improvements is less than the Tenant Improvement Allowance, Landlord shall reduce the monthly rent proportionately based on the Rent Reduction formula provided in Section 1 herein. Additionally, at any time during the Initial Term Tenant may elect to buy down in its entirety or a portion thereof of the monthly rent attributable to the amortization of the Tenant Improvement Allowance. In the event the Tenant elects to buy down this allowance then the unamortized balance remaining shall be determined based on months remaining in the Initial Term using a straight line

amortization schedule at six percent. The rent will then be reduced proportionately to account for Tenant's proportionate buy down of the Tenant Improvement Allowance as paid to Landlord in a lump sum.

6.3.2 Additional Tenant Improvement Allowance - That portion of the Additional Tenant Improvement Allowance used to pay for the Tenant Improvement Costs will be paid to Landlord on or before the later of 30 days after (i) the Commencement Date as that term is defined in the lease or (ii) the date that Landlord invoices tenant for the work attributable to Additional Tenant Improvements including lien release and other documentation to confirm that the vendor providing the Additional Tenant Improvements has been paid in full..

6.3.3 Tenant may be at any time during the Initial Term prepay Landlord in a lump sum for all or any portion of the Tenant Improvement Costs, amortizing any remaining amount in monthly payments over the term of the Lease at the higher of (i) six percent or (ii) Additional Tenant Improvement Amortization Rate specified in Section 1 herein.

7. Construction of Tenant Improvements.

- 7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Exhibit B hereto. If any work required by the Final Plans is not described on Addendum B hereto the work shall be performed by Landlord at its own cost and expense and not included in the cost on Tenant Improvements.
- 7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and materials providers providing labor and/or materials for the Tenant Improvements shall be selected only after at least three bids have been solicited from responsible and qualified persons. Landlord shall submit at least three fixed price bids for construction of the Tenant Improvements to Tenant for its review prior to the award of the construction contract. The bids shall be jointly opened and reviewed. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees.
- 7.3 Permits. Landlord shall secure the approval of governmental authorities, and all permits required by governmental authorities having jurisdiction over such approvals and permits for the Tenant Improvements, promptly after approval of the Final Plans.

- 7.4 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within 15 days after issuance of all such necessary permits. Landlord shall commence and, once commenced, shall thereafter diligently proceed to construct and complete all Tenant Improvements, subject to any cessation that may be caused by Force Majeure or Tenant Delays.
- 7.5 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:
- 7.5.1 Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/all wall coverings, furniture, fixtures, carpeting and any or all other decorator selection efforts required by Tenant, shall be provided by Landlord at Landlord's expense, and accrued against Tenant Improvements, in accordance with Tenant's Space Plan. Landlord shall consult with the Tenant with respect to all such decorating services and decisions.
- 7.5.2 Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises themselves or in other areas utilized by Landlord or its contractors, and agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as result of inadequate clean-up.
- 7.5.3 Compliance with Laws. Construction of the Tenant Improvements shall comply with all applicable laws and regulations and shall be subject to the general inspection of Tenant. The Premises shall comply with all applicable city, county, state, and federal building codes, regulations and ordinances required for beneficial occupancy, including, but not limited to, all provisions of the Labor Code of the State of Texas. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the improvements.
- 7.6 Conformed Plans. Within 60 days after Substantial Completion of the Tenant Improvements and receipt from the Contractor of all

field changes, Landlord shall submit to Tenant a set of conformed plans ("as builds") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of Such "as-or "record three and one-half 3W') 1.4Mb magnetic media diskettes in Auto CAD R 12.dwg (or later version) format or .DXF format, along with one complete set of mylar transparencies of drawings and one complete set of specifications.

8. Change Orders.

Tenant and Landlord may make changes, additions, deletions or alterations in the Final Plans ("Change Order") provided both Tenant and Landlord approve such changes in writing. The amount of the Maximum Change Order Allowance set forth in Section 1 has been authorized by City's Construction Representative to be used to pay the costs of all authorized Change Orders but only if the aggregate amount of such approved Change Orders does not exceed the Maximum Change Order Allowance. Tenant may elect to pay for Change Orders by: (a) payment in a lump sum upon Substantial Completion of the Tenant Improvements, or (b) amortization of such costs over the initial Term of the Lease at the Change Order Amortization Rate payable in equal monthly installments over the initial term of the lease. Landlord shall submit to the Chief Executive Officer with each requested Change Order (i) the specific cost of the requested change (ii) the cumulative net total cost of all Change Orders previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Change Order is approved. Each Change Order must be signed and dated by the City's Construction Representative.

9. Tenant Improvement Costs Adjustment and Right to Audit.

Within five days of the issuance of a Certificate of Occupancy, or a final sign-off by the City of San Antonio, which ever occurs first, Landlord shall provide to Tenant a statement showing in reasonable detail all Tenant Improvement Costs and the total amount payable hereunder by Tenant to Landlord. Upon approval of the statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate, based upon such statement. Tenant shall have the right to audit these costs for a period of 24 months from the date of acceptance by Tenant of the Premises. In the event the audit shows that Tenant is entitled to a reduction in payments to the Landlord under this Work Letter, Tenant shall provide Landlord with a copy of the audit summary and Landlord, within 30 days, shall refund to Tenant the amount of any overpayment made by Tenant and all future payments shall be adjusted as appropriate based upon the audit results.

10. Exclusions. The Tenant Improvement Costs shall not include any costs incurred for asbestos abatement, the fire sprinkler system (as provided in Exhibit A), or if Landlord elects to replace air conditioning units, the cost, if any, to eliminate use of CFC refrigerants that are harmful to the atmosphere. All work for required asbestos abatement, for the fire sprinkler or for air conditioning units that do use CFCs if the Landlord elects to replace the existing units, shall be performed at the sole cost and expense of the Landlord.

11. Telephone/Computer Room and Equipment. Landlord shall complete the telephone equipment room(s) including permanent power and HVAC, in compliance with the Space Plan and specifications provided by Tenant, at least 20 days prior to the Projected Commencement Date. During this 20 day period, the Landlord shall be solely responsible for any telephone/data equipment delivered to the site for programming prior to the Projected Commencement Date.

12. Delay

12.1. Tenant Delays and Force Majeure Delays. Except as set forth herein, no delay in the completion of construction of the Tenant Improvements shall be considered in the determination of the Commencement Date of the Lease and, except as set forth herein or in the Lease, under no circumstance shall Tenant be charged with any delay whatsoever as a result of delay in the construction of Tenant Improvements. Subject to the provisions of Section 13.2, the Projected Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (i) Tenant fails or refuses to give authorizations or approvals within the time periods required herein but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (ii) Substantial Completion of the Tenant Improvements is delayed by lightning, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)").

12.2. Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless Landlord has provided written notice, within 5 days of the event giving rise to such claim, in compliance with the Lease, to Tenant specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred only commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Projected Commencement Date only in the event that Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, which efforts Landlord shall be obligated to make (provided such additional cost incurred by Landlord does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to such excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only to the extent the same not concurrent with any other Tenant Delay or Force Majeure Delay which is effective hereunder. For example, if there are ten days of Tenant Delays and four days of Force Majeure Delays which occur during the same ten day period of such Tenant Delays, then the Projected Commencement Date would be extended by only ten days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, the Projected Commencement Date will be extended by 14 days.

(d) Change Orders. Landlord may not claim that a Change Order requested by Tenant was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the Change Order authorization.

13. Tenant Remedies. If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, or if Tenant Improvements have not been completed within 90 days after the Projected Commencement Tenant may, at its option:

13.1. Cancel the Lease upon 30 days written notice to Landlord if Tenant fails or elects not to cure the default as provided in Paragraph 14 of the Lease (Landlord Default); or

13.2. Upon 30 days written notice to Landlord if Tenant fails or elects not to cure the default as provided in Paragraph 14 of the Lease (Landlord Default), assume the responsibility for providing the Tenant Improvements itself. If Tenant elects to provide Tenant Improvements itself, then:

(a). Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose constructing the Tenant Improvements and for any other purposes reasonably related thereto; and

(b). Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for its administrative costs, and including interest at the rate of six percent (6%) (collectively, "Tenants Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such

agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly payments over five years and deducted from the rent payable hereunder and under the Lease.

13.3. Any uncured default by Landlord under the terms of this Landlord's Work Letter shall constitute a default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

14. Representatives.

14.1. Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Landlord's Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this. Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.

14.2. Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Landlord's Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.

15. Early Access. Landlord must permit Tenant to enter the Premises before the Commencement Date to prepare the Premises for Tenant's use and occupancy, including testing and installation of Tenant's equipment. Any such entry into the Premises is under all of the terms of the Lease, except as to Rent.

16. Elevator Usage During Move-In. In the event that the use of the elevator is not sufficient to meet Tenant's requirements, Tenant shall have priority usage of the elevator that services the Premises in order to assist Tenant in the installation of fixtures, furniture and equipment.

17. Construction Meetings. During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place which is mutually convenient. An initial construction meeting shall be held within five days of the date the Contractor is selected.

18. Delivery. Delivery of all plans and drawings referred to in this Work Letter shall be by commercial messenger service or personal hand delivery, unless otherwise agreed by Landlord and Tenant.

In Witness Whereof, the parties have caused their representatives to set their hands.

Landlord

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Tenant

City of San Antonio, a Texas municipal corporation

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Approved:

City Attorney

Attachment A to Work Letter
BASE BUILDING IMPROVEMENTS

Prior to commencement of any work that will be charged against the Tenant Improvement Allowance, Landlord has either constructed at Landlord's sole cost and expense, or Landlord will enter into a contract for the construction, at its sole cost and expense or the Building already includes the following components or features:

(a) The Building shell and exterior, including perimeter window frames, mullions and glazing in good condition;

(b) The core area, including mechanical, electrical, sprinkler, plumbing, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the Premises at locations determined by Landlord

(c) One ADA Compliant men's and one women's rest room per floor, sufficient in size to accommodate Tenants occupancy, including necessary plumbing fixtures, ceramic tile floors, ceilings and lighting, with running hot and cold water;

(d) Unpainted exterior dry wall or lath and plaster covering the exposed side of all core walls, core and perimeter columns and the interior side of all exterior building wall areas;

(e) at least two stairways to all upper floors, if any;

(f) Passenger elevator, if any;

(g) Parking facilities located adjacent to the Building including a parking area striped and lighted for at least 10 visitor spaces along with sufficient handicap accessible parking as required by applicable building codes located outside of the secured parking area which will consist of 102 full size parking spaces. The secured portion of the parking area will accommodate 102 full size parking spaces secured behind a fence of at least 7 feet in height, 100% screened with a solid material along with two secured and access controlled using a keypad lockset installed on both sides man gates along with two separate motorized gates (spaced logically so that traffic can move through the secured parking area with each gate being wide enough to accommodate entering and exiting traffic) including underground wiring for secure proximity card reader access that is compatible with the City's Hirsh system to enter and leave. This form of key access should be a low voltage proximity type reader with a keypad override tied into the Tenant provided low voltage security system located in the main communication room. Landlord shall be solely responsible for installing any required emergency vehicular access that may be required for

the building resulting from the installation of the secured access fencing. Included within Landlord's scope for development of the parking needs is the requirement to outfit 6 of the parking spaces with a dedicated 20 amp electrical plug within not more than 3 feet of the space for which the plug is provided; and required signage;

(h) Exterior plazas and landscaping in good condition;

(i) Loading dock and/or area, if required;

(j) Electric panels in quantity as required by the final plans, connected to the Building electrical distribution system. Provide an electric area(s) on each floor of the Building to be occupied by Tenant, which will be the point of origin for Tenant's electrical distribution. The capacity of electrical at each floor is to be adequate for lighting and general office use, including the use of desktop computers.

(k) Basic building HVAC system to be provided, with main HVAC duct loop suitable for Tenant's secondary distribution. Downstream work from that main duct will be provided within the Tenant Improvement Allowance.

(l) Concrete floors with trowelled finish, level to specified tolerances and designed to support a minimum live load of 100 lbs per square foot on the first floor and 50 lbs per square foot on all upper floors;

(m) Primary fire sprinkler distribution, if required by local Building Code, including secondary piping and sprinkler heads as required for the unoccupied portions of the Building and suitable for Tenant's secondary distribution. As part of the Tenant Improvement Allowance, Tenant shall only be responsible for the cost of installation of the sprinkler head drops serving the Premises;

(n) Telecommunications riser to be provided to the Premises to allow Tenant to hook up its own telephone switch and distribute telecommunications throughout Premises.

(o) The Premises to be free from asbestos containing materials.

The improvements to be constructed by Landlord and charged to the Tenant Improvement Allowance include the following, as well as all items set forth in the Final Construction Budget as approved:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises;
- (c) Interior finishes of any kind within the Premises;
- (d) Interior partitions, doors and hardware within the Premises;
- (e) Air distribution devices to or within the Premises, suitable for Tenant's secondary distribution;
- (f) Distribution of electrical services, plumbing services, HVAC and sprinklers within the Premises and domestic hot water heater and associated hot water piping
- (g) Any and all signs for Tenant and the power to such sign devices;
- (h) Security, fire and life-safety systems within the Premises, including exit signs, intercoms and extinguishers;
- (i) Additional and/or above standard electrical capacity; and
- (j) Fiber optic access.